



**FANSHIELD**

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**MARKEL INSURANCE COMPANY**

Ten Parkway North

Deerfield, Illinois 60015

(800) 431-1270

**ATTENDEE LIVE EVENT TICKET PROTECTION  
POLICY**

Subject to payment of the premium due, We have issued this policy to the Policyholder (herein referenced as “You,” “Your,” and “Yours”).

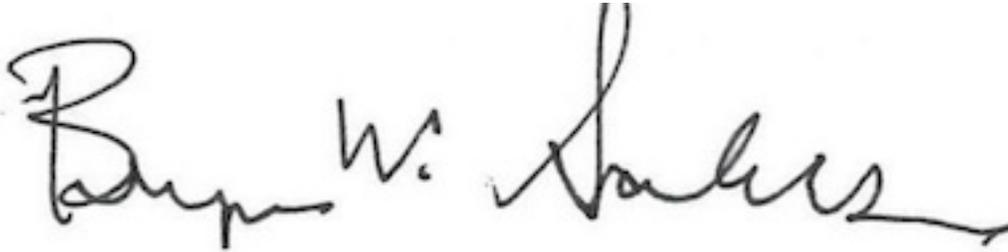
This policy is a legal contract between You and Markel Insurance Company (herein referenced as “the Company, or “We”, “Us”, and “Our”). It is important that You READ THIS POLICY CAREFULLY.

Subject to this policy's provisions, terms, limitations, and exclusions, We agree to provide You with the benefits described in this policy in consideration of Your application and the payment of the premium due.

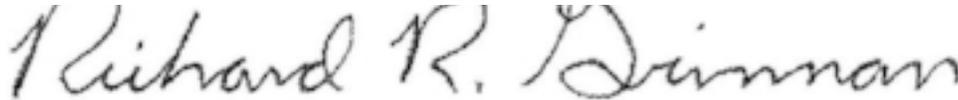
**SEVENTY-TWO HOUR RIGHT TO EXAMINE POLICY:** If You are not satisfied with this policy, You have 72 hours from the Effective Date to request a full refund of any premiums paid, as long as You have not already used, transferred or resold Your Ticket or filed a claim. The policy will be cancelled as of the Effective Date and there will be no coverage afforded.

This policy is governed by the laws of the state of Your primary residence.

Signed for the Company:



**President**



**Secretary**

**RENEWAL CONDITIONS:** This policy is issued for a single term as stated in the Schedule of Benefits and is nonrenewable.

**TABLE OF CONTENTS**

<u>Title</u>	<u>Page</u>
<b>SCHEDULE OF BENEFITS.....</b>	<b>[3]</b>
<b>WHEN THIS POLICY BEGINS AND ENDS.....</b>	<b>[3]</b>
<b>DEFINITIONS.....</b>	<b>[3]</b>

**DESCRIPTION OF BENEFITS..... [5]**

**GENERAL EXCLUSIONS..... [6]**

**CLAIMS PROVISIONS..... [7]**

**GENERAL POLICY PROVISIONS..... [8]**

**WHEN THIS POLICY BEGINS AND ENDS**

Your Coverage begins on the Effective Date at 12:01 A.M. local time at Your location, provided that all applicable premium has been paid.

Your Coverage will end on the earliest of the following dates (herein referenced as the “Termination Date”):

- 1. When the Event takes place;
- 2. When the Ticket is no longer valid;
- 3. When the Ticket has been used;
- 4. When the Ticket is resold; or
- 5. When You have filed a claim.

**DEFINITIONS**

**Accident** means an unexpected, unintended, unforeseeable event.

**Active Military Duty** means serving in the United States Armed Forces.

**Common Carrier** means an entity licensed to carry passengers for hire by air, or on land or water. Common Carrier does not include vehicle rental companies.

**Coverage Period** means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date.

**Epidemic** means an outbreak of contagious disease that spreads rapidly and widely and that is identified as an epidemic by a recognized health authority.

**Event** means an entertainment, theatrical or recreational event for which a Ticket is purchased.

**Family Member** means a Ticketholder's Spouse, live-in employed caregiver, Spouse's caregiver, parent, legal guardian, stepparent, grandparent, grandchild, child, foster child, ward, step-child, sibling, step-sibling, in-law (parent, child, sibling), aunt, uncle, niece or nephew.

**Financial Default** means a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

**Illness** means a sickness, infirmity, or disease that begins during the Coverage Period, that causes a loss covered by the policy, and that is not a Pre-existing Condition.

**Immediate Family Member** means a Ticketholder's Spouse, parent, child, foster child, step-child, child-in-law, grandparent, grandchild or ward.

**Injury** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date and before the Termination Date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**Mechanical Breakdown** means a mechanical issue which prevents a vehicle from being driven, a flat tire requiring professional roadside assistance, or a vehicle becoming inoperable. Mechanical Breakdown does not include running out of gas, the need for routine maintenance, or inoperability because of lost, unavailable or stolen keys.

**Natural Disaster** means flood, wildfire, hurricane, tornado, earthquake, tsunami, volcanic eruption, blizzard or avalanche that is due to natural causes.

**Pandemic** means an Epidemic over a wide geographic area that affects a large portion of the population.

**Physician** means a licensed medical practitioner who is practicing within the scope of his or her license and who is licensed to prescribe and administer medication and to perform surgery that is appropriate for the condition and locality. A Physician does not include someone residing in Your home, an Immediate Family Member, or Your in-laws (parent, child, sibling), aunt, uncle, niece, nephew, or legal guardian.

**Policyholder** means the person:

1. To whom this policy is issued; and
2. Who has incidence of ownership under this policy.

**Pre-existing Condition** means:

1. An Injury to a Ticketholder or Ticketholder's Family Member prior to the Effective Date:
2. Illness of a Ticketholder or Ticketholder's Family Member for which:
  - a. Medical advice, diagnosis, care, or treatment was recommended or received by a Physician or for which symptoms exist which would cause a prudent person to seek advice, diagnosis, care or treatment; or
  - b. That required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

**Refund** means:

1. Money returned to You by the supplier;
2. Any credit or voucher for future events You receive or are entitled to receive from the supplier; or
3. Any credits, recoveries or reimbursements You receive or are entitled to receive from Your employer, another insurance company, a credit card issuer or any other institution.

**Spouse** means a Ticketholder's lawful spouse as defined by state law and includes civil unions and domestic partners.

**Ticket** means a single ticket, whether purchased individually or as part of a series, issued on paper or electronically to one entertainment, theatrical or recreational Event and paid for in full by You.

**Ticket Cost** means the total amount paid for one Ticket, including any prorated taxes, fees and shipping costs.

**Ticketholder** means You or a person who receives a Ticket to attend an Event from You. Ticketholder does not include a Ticket Reseller.

**Ticket Reseller** means a person or entity that buys tickets for the purpose of resale, and includes any marketplace designed to facilitate such resale. Ticket Reseller includes ticket scalpers and ticket brokers.

## **DESCRIPTION OF BENEFITS**

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or events. The following conditions apply:

1. The entire cost of the nonrefundable Ticket must be paid for by You and You must retain an original, valid receipt.
2. You must not be aware of any Ticketholder's Illness at the time the Ticket is purchased that would inhibit the Ticketholder's ability to attend an Event.
3. You must not be aware of any material fact, matter or circumstance at the time the Ticket is purchased which is likely to give rise to a claim.
4. You shall use due diligence, and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this policy.

## **ATTENDEE LIVE EVENT TICKET PROTECTION**

### **COVERAGE**

Attendee Live Event Ticket Protection Coverage reimburses You if a Ticketholder is unable to use their Ticket due to one or more of the following Covered Reasons:

1. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder which results in a Ticketholder being unable to attend the Event for which the Ticket is purchased. The Ticketholder must be examined by a Physician within 72 hours of the claim and the Physician must advise the Ticketholder not to attend the Event.
2. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member which requires the Ticketholder to provide primary care to that person. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the claim.
3. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member that is considered life threatening or requiring hospitalization. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the claim.
4. A Ticketholder's death on or within 30 days prior to the Event.
5. The death of a Ticketholder's Family Member on or within 30 days prior to the Event.
6. A Ticketholder being directly involved in a traffic Accident on the day of the Event, that causes damage to a Ticketholder's vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle.
7. A Mechanical Breakdown of a Ticketholder's vehicle within 48 hours of the Event, resulting in the non-use of the vehicle as transportation to the Event. You must provide proof of the Mechanical Breakdown, such as a tow truck or mechanic's receipt or a police report.

- 8.** A Ticketholder who is on Active Military Duty having personal leave denied, except for disciplinary reasons.
- 9.** A Ticketholder being directly or indirectly involved in a traffic Accident en route to departure on a Common Carrier resulting in the Ticketholder missing transportation to the Event, provided that the transportation was scheduled to depart no more than 48 hours prior to the Event, and the Common Carrier was unable to accommodate the Ticketholder on later transportation which would arrive in time to attend the Event.
- 10.** A Ticketholder not arriving at the venue due to a delay by the Common Carrier used for transportation.
- 11.** Severe weather conditions which result in the Ticketholder's inability to attend the Event. The Ticketholder must be unable to reach the Event by car or Common Carrier. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the Event is cancelled due to weather, the Ticketholder will not qualify for coverage under this peril.
- 12.** Fire, burglary, vandalism or Natural Disaster which causes the Ticketholder's home to be uninhabitable after the Effective Date and before the date of the Event.
- 13.** Fire, burglary, vandalism, flood, or Natural Disaster which causes the Ticketholder's place of work to be unsuitable for normal business practice within 48 hours of the Event and after the Effective Date.
- 14.** A Ticketholder is required to travel for work-related purposes, which would not allow the Ticketholder to attend the Event. To receive benefits, the Ticketholder must provide proof of the conflict that occurred after the Effective Date, in the form of a receipt for travel booked after the Effective Date. Self-employed workers, interns, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.
- 15.** A Ticketholder's or their Spouse's job is relocated 100 miles or more from the Ticketholder's primary residence. Accepting a new job with another employer is not considered relocation and does not qualify for coverage under this peril.
- 16.** A Ticketholder or their Spouse being laid off or terminated through no action or fault of their own, after at least 3 continuous years of permanent employment with the same employer. The termination must occur after the Effective Date. Self-employed workers, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.
- 17.** A Ticketholder being required to serve jury duty, or being served with a subpoena or court order requiring attendance in court the day the Event is scheduled, preventing attendance of the Event.

## **Benefits Payable:**

We will pay You the Ticket Cost of a nonrefundable, unused Ticket, less any Refunds, in the event the Ticketholder is unable to attend an Event due to one or more of the Covered Reasons listed above.

## **GENERAL EXCLUSIONS**

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. Pre-Existing Conditions;
2. Intentionally self-inflicted harm, suicide or attempted suicide by a Ticketholder;
3. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of a Ticketholder or a Ticketholder's Family Member;
4. Alcohol or substance abuse; or conditions or physical complications related thereto of a Ticketholder or a Ticketholder's Family Member;
5. War (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or civil unrest;
6. Nuclear reaction, radiation or radioactive contamination;
7. Terrorism;
8. Financial Default;
9. Epidemic or Pandemic;
10. Pollution or threat of pollutant release;
11. Any unlawful acts committed by a Ticketholder or Family Members, whether they are insured or not;
12. The Event being cancelled by the venue or promoter for any reason (including bad weather), unless covered herein;
13. Prohibition or regulation by any government;
14. Lost or stolen Tickets;

15. Dental treatment, except as a result of an Injury to sound natural teeth;
16. Participation in bodily contact sports, skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; racing by horse, motor vehicle, or motorcycle; bungee cord jumping; deep sea diving; spelunking or caving; heli-skiing; extreme skiing; or rock climbing;
17. Participation as a professional athlete;
18. Participation in any military maneuver or training exercise, police service, or any loss while the Ticketholder is in the service of the armed forces of any country. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces;
19. Participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
20. Accidental Injury or sickness when traveling against the advice of a Physician;
21. Participation in civil disorder, riot or a felony; or
22. Any expected or foreseeable events.

This plan does not cover You:

- a. If You give incorrect data or facts; or
- b. If a Proof of Loss is not submitted to Us or our designated Representative within 90 days from the date the Covered Reason first begins, except as specified in the Proof of Loss provision.

## **CLAIMS PROVISIONS**

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**NOTICE OF CLAIM:** Written notice of claim must be given by either You or someone acting on Your behalf (herein referred to as the “Claimant”) to Our designated representative or Us within 30 days after a Covered Reason first begins or as soon as reasonably possible. Notice must include Your name and the policy number.

**CLAIM FORMS:** When Our designated representative or We receive a notice of claim, one of us will send the Claimant the forms to be used in filing proof of claim. If Our designated representative or We do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Our designee or Us, a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this policy.

**PROOF OF LOSS:** The claimant must send Our designated representative or Us written Proof of Loss within 90 days after a covered reason first begins, or in the time period otherwise allowed by applicable law.

**TIME OF PAYMENT OF CLAIMS:** Benefits for loss covered by this policy will be paid within 30 days from the date Our designated representative or We receive proper written proof of such loss acceptable to Us.

**PAYMENT OF CLAIMS:** Upon receipt of an acceptable written proof of loss, payments for all losses will be made to (or on behalf of, if applicable) You, if living, otherwise to Your estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his property, We will make all payments in compliance with state law, except that a payment not exceeding \$3,000 may be made, at Our option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss. Any payment We make in good faith fully discharges liability to the extent of the payment made.

## **GENERAL POLICY PROVISIONS**

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy in conflict on its Effective Date with the laws of the state in which it is issued is amended to conform to the minimum requirements of such laws.

**ENTIRE CONTRACT/CHANGES:** This policy and any endorsements attached to it constitutes the entire contract between You and Us. No change in this policy shall be valid unless approved by Us and unless such change is endorsed or attached to this policy. No agent has authority to change this policy or to waive any of its provisions. We may also, upon 31 days written notice to You, change or modify the provisions of this policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation.

**LEGAL ACTION:** No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 3 years from the time written Proof of Loss is required to be furnished, unless a longer period is required by law.

**MISREPRESENTATION AND FRAUD:** There is no coverage for benefits if You or a Ticketholder intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this policy or any claim.

**MISSTATEMENT OF AGE:** If an age has been misstated when requesting this policy, the benefits will be those the premium paid would have purchased at the correct age. We will refund all unearned premiums paid, less any benefits paid, if the misstated age at the time of application was outside the age limits for this policy.

**OTHER INSURANCE WITH THIS COMPANY:** For each Ticket, You may be covered under only one Attendee Live Event Ticket Protection Policy with Us. If You are covered under more than one such policy, You may select the policy that is to remain in effect. We will terminate the other policy and refund the premium paid.

**SUBROGATION:** To the extent We pay for a loss suffered by a Ticketholder, We will take over the rights and remedies You have relating to the loss. This is known as subrogation. You, as the Policyholder, must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative, if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the policy. If We pay or reimburse You for a loss under this policy for which We believe a third party is liable and You or the Ticketholder recovers payment from the third party, You must refund to Us the lesser of the amount We paid or the amount equal to the sum received from the third party for such loss or expense.

**WAIVER:** Our failure to strictly enforce Our rights under this policy at any time or under any circumstance shall not constitute a waiver of such rights by the Us at any time under the same or different circumstances.

## **MARKEL INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

## PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

### *Residents of California:*

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.

**Markel Insurance Company**

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

[FILE A CLAIM HERE](#)